

 <p><b>Financial Assistance Award</b></p> <p><b>DENALI COMMISSION</b>  510 L Street, Suite 410  Anchorage, Alaska 99501  (907) 271-1414 (phone)  (907) 271-1415 (fax)  www.denali.gov</p>		<b>Award Number</b>	01542-00		
		<b>Award Title</b>	Rampart Airport Road Improvement Project		
		<b>Performance Period</b>	February 1, 2018 through December 31, 2018		
<b>Authority</b> 112 Stat 1854	<b>CFDA Number</b> 90.100	<b>Recipient Organization &amp; Address</b> Rampart Village PO BOX 67029 Rampart, AK 99767-7029			
<b>Denali Commission Finance Officer Certification</b>		<b>Phone:</b> <b>Recipient DUNS #</b> 140879581 <b>TIN #</b> 92-0062970			
<b>Cost Share Distribution Table</b>					
Accounting Code	New Funding		Prior Period Funding		Total
	Denali Commission	Other Contributors	Denali Commission	Other Contributors	
95670000	\$200,000.00		\$0.00		\$200,000.00
	\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00
Rampart Local match		\$64,000.00		\$0.00	\$64,000.00
		\$0.00		\$0.00	\$0.00
		\$0.00		\$0.00	\$0.00
		\$0.00		\$0.00	\$0.00
		\$0.00		\$0.00	\$0.00
<b>Total</b>	<b>\$200,000.00</b>	<b>\$64,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$264,000.00</b>
This Financial Assistance Award approved by the Federal Co-Chair of the Denali Commission constitutes an obligation of federal funding.					
<b>Signature of Authorized Official - Denali Commission</b>  Electronically Signed		<b>Typed Name and Title</b> Mr. Jay Farmwald Director of Programs		<b>Date</b> 03/21/2018	

## AWARD ATTACHMENTS

Rampart Village

01542-00

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1. Terms and Conditions
  2. Attachment A
  3. Budget and Funding Summary

**Financial Assistance Award Terms and Conditions  
Between the Denali Commission and Rampart Village Council  
For Phase 2 – Rampart Airport Road Improvement Project  
Award No. 1542**

**1. Project Summary**

- a. Scope of Work: Repair the Rampart Airport Road and associated drainage system.
- b. Deliverables: Upgraded road and associated drainage system, and a final report detailing the entire project and outcomes.
- c. Budget: The Commission is making \$200,000 available for the project via this Financial Assistance Award (FAA). This amount includes all direct, indirect, and pre-award costs (if any) authorized pursuant to 2 CFR 200.458. All Commission funding is intended to be used for the scope of work identified in this FAA only. Any funds remaining after the full scope of work has been completed shall be returned to the Denali Commission consistent with 2 CFR 200.319.

The local match required for this FAA in the amount of \$64,000 is being provided by Rampart.

- d. Delivery Method: Rampart will provide project administration and will perform the road improvements using in-house resources. Rampart will contract with a professional engineer to provide project management and oversee the road upgrade work. Rampart will also contract with a heavy equipment mechanic for construction equipment maintenance.
- e. Performance Period: The Period of Performance for this FAA is February 1, 2018 through December 31, 2018. In accordance with 2 CFR 200.309 Recipients can only incur obligations or costs against this FAA during the Period of Performance, unless specifically authorized in the Special Provisions (Section 14 of this document). If a project cannot be completed within the approved Period of Performance, an extension request must be made in accordance with the Commission's *Recipient Guidelines and Requirements* (RGR) document dated July 2015, available at [www.denali.gov](http://www.denali.gov).

More detailed information on scope, deliverables, budget, funding, project delivery method and/or management plan, schedule and key milestones are included in Attachment A dated 14 December 2017.

**2. Project Reporting and Commission Site Visits**

Progress reports and a close-out report are required under this FAA. Progress Reports shall be submitted at the frequency stipulated in the Special Provisions. The Closeout Report shall be completed within 90-days of the end of the Period of Performance. All reports must be submitted using the Denali Commission's on-line Project Database System, available at [www.denali.gov/dcpdb](http://www.denali.gov/dcpdb).

Commission staff or agents of the Commission may make visits to the project site and/or home office to monitor progress during and/or after the Period of Performance. The Recipient shall coordinate and make information available as necessary to facilitate any such site visits.

Refer to the *Recipient Guidelines and Requirements* document for further information related to reports and site visits.

### **3. Payments**

Payments under this FAA will be made in accordance with 2 CFR 200.305 by electronic transfer in response to a Standard Form 270 (SF-270) "Request for Advance or Reimbursement", submitted by the Recipient. At a minimum, all 270's must include summary cost information on labor, materials, contracts/consultants, and indirect costs. Detailed documentation is required for any single expenditure greater than \$50,000. If Pre-award Costs and/or Advance Payments are authorized under this FAA, the Special Provisions will indicate so. Requests for reimbursements may be made as needed. Refer to the *Recipient Guidelines and Requirements* document for further information about submitting SF-270's.

### **4. Modifications**

In accordance with 2 CFR 200.308, the Recipient shall report deviations in project scope, budget, delivery method, management plan, schedule, or changed site conditions, and request prior approvals from the Program Manager. The Recipient shall also submit written requests to the Program Manager for the replacement of Key Staff identified in the Special Provisions. Refer to the *Recipient Guidelines and Requirements* document for further information about modifying a Financial Assistance Award.

### **5. Financial Management, Record Keeping, Internal Controls, and Audits**

The Recipient must have financial management and record keeping systems that are consistent with 2 CFR 200.302. If the Recipient is a State organization it must expend and account for FAA funds in accordance with applicable State laws and procedures for expending and accounting for the State's own funds.

The Recipient must establish and maintain effective internal controls with respect to this FAA that are consistent with 2 CFR 200.303.

In accordance with 2 CFR 200.501, Recipients that expend \$750,000 or more of federal funds in a year shall have a single or program-specific audit conducted for that year.

Refer to the *Recipient Guidelines and Requirements* document for further information about financial management, record keeping, internal controls and audits.

## **6. Direct and Indirect Costs**

All direct costs must be allowable and reasonable. Indirect costs must be allocable based on accepted accounting policies and practices. Indirect costs must be specifically included as a line item or identified with appropriate notes in the approved FAA budget. Refer to 2 CFR 200 Subpart E (Cost Principles) and the *Recipient Guidelines and Requirements* document for further information on direct and indirect costs.

## **7. Sub-Awards and Contracts**

All sub-awards and contracts issued by the Recipient under this FAA must comply with 2 CFR 200.331 and Appendix II to 2 CFR 200. Refer to the *Recipient Guidelines and Requirements* document for further information on this subject.

## **8. Acknowledgement of Support**

The Recipient shall name the Denali Commission as a financial contributor and project/program partner in all media correspondence related to the work supported by this FAA. If Commission funds are used for construction, the Recipient shall also display a sign at the construction site that acknowledges the Commission's support. Refer to the *Recipient Guidelines and Requirements* document for further information on this subject.

## **9. Real and Personal Property**

In accordance with 2 CFR 200.311, 313, and 316 the Denali Commission may require the Recipient to execute a security interest or other public notice of record to indicate that real or personal property acquired or improved, in whole or in part, with Federal funds is subject to a Federal interest. Any such requirements under this FAA, including post project reporting in accordance with 2 CFR 200.329, will be stipulated in the Special Provisions.

## **10. Conflict of Interest**

In accordance with 2 CFR 200.112, the Recipient must disclose in writing any potential conflicts of interest to the Commission. In addition, 2 CFR 200.318 requires that Recipients maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. Refer to the *Recipient Guidelines and Requirements* document for further information on this subject.

## **11. Denali Commission Policies**

Recipients may be required to comply with certain published Denali Commission policies which can be found in the *Recipient Guidelines and Requirements*

document. Applicable policies are referenced in the Special Provisions of this FAA, and specific requirements/deliverables (if any) are stipulated in Appendix A.

## **12. Laws and Regulations**

Recipients are required to comply with all applicable Federal laws and regulations. General categories of potentially applicable laws and regulations are summarized below. Refer to the *Recipient Guidelines and Requirements* document for further information on specific laws and regulations that may apply.

- a. Debarment and Suspension
- b. Whistle-blower Protection
- c. Non-Discrimination
- d. Lobbying and Propaganda
- e. Environmental
- f. Drug-Free Workplace
- g. Travel
- h. Human Rights
- i. Animal Welfare
- j. Executive Compensation

## **13. Other Provisions**

- a. The United States expressly disclaims any and all responsibility or liability to the Recipient or sub-recipients for the actions of the Recipient or sub-recipients resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this FAA, including sub-awards, contracts, or sub-contracts issued in connection with this FAA.
- b. To the maximum extent practicable, considering applicable laws, the Recipient shall accomplish the project contemplated by this FAA using local Alaska firms and labor.
- c. All terms and conditions contained in this FAA apply to any sub-recipient under this FAA.
- d. Failure to comply with the provisions of this FAA or maintain satisfactory performance may result in additional FAA conditions pursuant to 2 CFR 207. This includes but is not limited to: temporarily withholding of payments pending the correction of the deficiency; disallowance of project costs; wholly or partially suspending or terminating the FAA. In addition, failure to comply with the provisions of this FAA may also have a negative impact on the Recipient's eligibility for future Federal awards.

#### 14. Special Provisions

Progress Reports: Shall be submitted on a quarterly basis. The first reporting period is February 1, 2018 to March 31, 2018, and quarterly thereafter in accordance with the Commission's *Recipient Guidelines and Requirements*.

Pre-award Costs: N/A

Key Staff: Michelle James, Mary Ann Wiehl

Advance Payments: N/A

Equipment: N/A

Insurance: The Denali Commission shall be named as an Additional Insured on the Liability Insurance Policies of the Rampart Village Council and their consulting road engineer.

Cooperative Agreement: The Recipient agrees to cooperate and collaborate with the Denali Commission during the project. The Commission will participate in those specific activities stipulated in Attachment A.

#### 15. Program Manager, Financial Manager & Other Contact Information

Denali Commission	Rampart Village Council
Tom Wolf Program Manager 510 L Street, Suite 410 Anchorage, AK 99501 Phone: 907-271-5232 Fax: 907-271-1415 E-mail: twolf@denali.gov	Michelle James Project Manager P.O. Box 67029 Rampart, Alaska 99767 Phone: 907-358-3312 Fax: 907-358-3115 Email: michelleleighwoods@yahoo.com
Janet Davis Grants Management Officer 510 L Street, Suite 410 Anchorage, AK 99501 Phone: 907-271-3036 Fax: 907-271-1415 E-mail: jdavis@denali.gov	Mary Ann Wiehl Financial Manager P.O. Box 67029 Rampart, Alaska 99767 Phone: 907-358-3312 Fax: 907-358-3115 Email: maw.rvc@gmail.com

***Financial Assistance Award 1542  
Between the Denali Commission and Rampart Village Council  
Phase 2 – Rampart Airport Road Improvement Project – Rampart, Alaska  
Attachment A  
14 December 2017***

- a. Scope of Work: The Native Rampart Village Council (Rampart) will repair one mile of the Airport road and associated drainage system. This is the second phase of a two phase project. The first phase repaired 0.73 miles of the road.

Repair work will consist of digging out soft spots in the road, laying down geotextile fabric at the bottom of the hole, filling the hole with Non-Frost Susceptible (NFS) gravel, and then compact the repaired area. Following the repair of the soft locations, the entire one-mile length of road will be overlaid with six to twelve inches of gravel and compacted with roller compactor. Damaged culverts will be replaced with new culverts and the ditch will be cleaned out and regraded to achieve proper drainage.

The repair work shall be constructed in accordance with the plans and specification developed by the Western Federal Lands Highway Division for the Rampart Village Community Streets project (AK IRA RAMP 2011 (1)).

Rampart shall supply NEPA documentation consistent with the Denali Commission policies and procedures published in 45 CFR Part 900 on October 1, 2016. The documentation shall cover the road and drainage improvements and all other related construction supported via this Financial Assistance Award. No construction activities may commence until the NEPA process is complete.

- b. Deliverables:

- NEPA documentation
- One mile of repaired road surface and drainage improvements
- A final report detailing the entire project and outcomes

- c. Budget: See attached Budget and Funding Summary dated 14 December 2017.

- d. Delivery Method: Rampart will provide project administration and will perform the road improvements using in-house resources. The contract tribal engineer will provide project management and will oversee the road upgrade work. The contract heavy equipment mechanic will provide as-needed maintenance of the construction equipment for the duration of the construction activities.

- e. Schedule: Key project milestones are summarized below.

Order material: March, 2018

Begin road upgrade work: July, 2018

Complete road work: September, 2018

Award Closeout: December 31, 2018



BUDGET				
Line	Item	Provided By	Amount	Basis/Notes <sup>a,b</sup>
1	Labor			
2	Operators	Rampart	\$48,240	4 operators, 6 days/week, 10 hours/day, 6 weeks duration, \$30 RT, \$45 OT
3	Laborers	Rampart	\$16,080	2 laborers, 6 days/week, 10 hours/day, 6 weeks duration, \$20 RT, \$30 OT
4	Flaggers	Rampart	\$12,060	2 flaggers, 6 days/week, 10 hours/day, 6 weeks duration, \$15 RT, \$22.50 OT
5	FICA	Rampart	\$11,457	15% of construction labor cost
6	Workers Compensation	Rampart	\$7,020	Per Excavator & Driver's Code - 6217; \$9.19 per \$100
7	Tribal Administrator	Rampart	\$3,500	100 hours @ \$35/hour
8	Tribal Engineer/PM (including travel and per diem)	Contractor	\$30,666	~300 hours @ \$72/hour; Airfare - 2 trips @ \$1,000/trip; Lodging & Per Diem - 30 days @\$226/day
9	Mechanic	Contractor	\$22,620	~330 hours @ \$40/hour; Airfare - 2 trips @ \$1,000/trip; Lodging & Per Diem - 33 days @\$226/day
10	Subtotal		\$151,643	
11	Materials/Supplies			
12	Geotextile	Rampart	\$9,400	4013 sq.yds. @ \$2.34/sq.yd.
13	Dust Palliative	Rampart	\$7,000	3500 sq.yds. @ \$2.00/sq.yd.
14	Freight/Shipping	Rampart	\$4,457	9,095 pounds @ \$0.49/pound
15	Gravel	Rampart	\$16,000	8,000 cu.yd. @ \$2.00 per cu.yd.
16	Fuel for Equipment	Rampart	\$10,000	Based on fuel consumption during Phase 1 of the project
17	Misc. Materials, Tools and Supplies	Rampart	\$13,000	Miscellaneous office supplies used directly for purposes of this grant: Paper, printing ink, file folders, etc.
18	Subtotal		\$59,857	
19	Equipment Rental			
20	Excavator	Rampart	\$9,200	16 days @ \$575/day <sup>c</sup>
21	Loader	Rampart	\$9,200	16 days @ \$575/day <sup>c</sup>
22	Grader	Rampart	\$13,300	14 days @ \$950/day <sup>c</sup>
23	Skidsteer	Rampart	\$3,900	13 days @ \$300/day <sup>c</sup>
24	Dump Truck	Rampart	\$6,900	12 days @ \$575/day <sup>c</sup>
25	Subtotal		\$42,500	
26	Contingency		\$10,000	10% of non-in kind contribution costs
27	Total		\$264,000	

Additional Notes

a. Rampart Village Council has a federally negotiated indirect rate from the BIA of 70% ; Rampart will not be charging the award any indirect costs per an e-mail from Floyd Green dated January 5, 2018.

b. Budget per NOFO proposal submitted by the Rampart Village Council dated 18 July 2017.

c. Rates determined by adding \$50/hr to hourly rates charged by Airport Equipment Rental in Fairbanks, Alaska (nearest hub to Rampart). Rates were approved at a July 14, 2015 Rampart Village Council Meeting.

FUNDING				
Line	Source	Award or Reference	Amount	Notes
28	Denali Commission	This Action	\$200,000	
29	Rampart Local Match	This Action	\$64,000	24% of Line Item 27
30	Total Funding Available As Of This Action		\$264,000	